



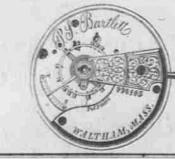
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Hawaiian Gazette.

WEDNESDAY, NOVEMBER 15, 1882. eme Court of the Hawaiian Islands In Banco. October Term, 1882. AUGUST DREIER VS. KUAA.

Before Judd, C. J., McCully and Austin, J. J. Opinion of the Court by McCully, J. By appeal of the plaintiff from the decision of the Local Circuit Justice of the 4th Judic-

al Circuit.

The parties hereto have made the following contract, which is here set forth in full, na LABOR CONTRACT. OLELO ARLIKE. This agreement made and entered into, this 25th day of February, A. D. 1881, by and between August Dreier, on the Island of Kausi, party of the first part, and Kusa, party of the second part, witnessed.

IV. The party of the second part agrees to work at the rate of twelve hours per day at all work connected with the sugar mill and boiling house; and all other labor to be at the

rate of ten hours per day.

V. The said party of the second part hereby acknowledges the receipt of \$150.00 as advance on the within contract.

Done in duplicate at Koloa the day first above written, and that

The defendant now claims that the act of

the plaintiff in assigning his tabor to a third person, under which assignment he served for nine months was such a violation of the terms charged from his obligations of service, as
413 ft. by 95 ft., built by the Pasha of Egypt
provided by Sec. 1423 of the Civil Code, which

It is not claimed that the terms of the contract on the employers part, in respect to wages and lodging have not been kept or that he has been subject to any cruelty or misusage. He labored "reluctantly" he says, yet voluntarily for the assigns of the plaintiff, and received his stipulated wages, until he declined to serve longer and was sustained by the opinion of this Court as above referred to.

The plaintiff thereupon required the defendant to return to his court as above referred to. The plaintiff thereupon required the defendant to return to his service at "Eleele" on the Island of Kauai, where he has a plantation, to serve the remainder of his contract time, but the defendant has refused and absents himself

which he labored on the Kelca plantition being counted on the contract.

And the like order is made in the cases of Wawahimoku and Kaaleiki, defendants in similar cases, submitted at the same time.

S. B. Dole for the plaintiffs.

Honolulu, October 3d, 1882.

The Suez Canal.

This great canal, which may be said to have onverted Africa into an island, runs for nearthe two. It is not the first work of the kind constructed in the same locality, a large canal from the Red Sea to the Nile being known to have existed from six centuries before the Christian era to the latter part of the eighth century after it, when it finally became choked up and useless. Napoleon I, when in Egypt, had thoughts of making a great ship canal across the isthmus; and from that time various across the isthmus; and from that time various schemes for accomplishing this were proposed. At last, about 1854, M. Ferdinand de Lesseja, a French engineer, obtained from the late Said Pashs, Viceroy of Egypt, the concession of exclusive privilege of making a ship canal from Suex to Tineh, on the Mediterranean; and after his plans had been weighed and debated for years, he was able to form a company in 1858 for the purpose of carrying them sut. Half the shares were taken in France, one-fourth in Egypt, and very few in England, mainly owing to Lord Palmerston's objections on political grounds, and Robert Stephenson's on engineering considerations. After many compromises the following important conditions were agreed to:—The land on both sides of the canal is to be retained by the company for minety-nine years. The quantity of this land is only to be sufficient for the purposes of the canal and for the various works at Port land is only to be sufficient for the purposes of the canal and for the various works at Port Said, Ismalia, and Suez; none of it is to be sold to other parties; all persons residing upon the conceded land are to be subject to the same local and consular jurisdiction as residents in other parts of Egypt. Some of the privileges already granted to the company by the Vicercy of Egypt were bought back by him at very high prices; some others he was mable to fulfil, and paid a corresponding compensation by remitting certain domands which he would have been otherwise entitled to make. In these and in other ways the Vicercy became largely interested in the scheme. In November 1875, the British Government bought from the Vicercy his interest in the canal, consisting of 176,002 shares for the sum of £1,000,000.

The work was begun on the 25th April, 856, and it was estimated that the canal The work was begun on the 25th April, 1856, and it was estimated that the canal would be wholly completed in 1864, at a cost of £6,086,000. It was opened only on the 17th November 1800, and the total cost was about £16,000,000. Large numbers of men were of course required for the work, and crowds of felials, Araba, Nahiams. Negroes, Sicilians, Greeks, &c., were engaged upon them, while dredges and other machines of great power were also employed. To facilitate the construction of the great canal, a service canal 20 ft. wide and 5 ft. deep was constructed for part of the distance, by which men and materials could easily be canwayed. A canal was also constructed for bringing fresh water from the Nile at Builak, near Cairo, since without an extensive supply of this necessary of life the canal works could not have been carried on in the waterless region of the isthmus. This canal reaches the saft unfor canal works of the asset water canal at lamafilia, about midway between the Mediterraneau and the Rod Sea, and then runs almost parallel to the course of the ship canal till it arrives at lanks. It is about 40 ft. wide and 9 ft. deep, and is used for navigation, as well as for domestic purposes and irrigation. From Ismailis to Port Said fresh water is conveyed through large pipes. Plags are inserted in the pipe along the route where necessary to allow the withdrawal of water for use.

The great canal itself differs in dimensions in different places, being narrowest where the amount of cutting was greatest. For about four-lifths of its length (77 miles) it is 227 ft. wide at the surface of the water, 72 ft. at the bottom, and 26 ft. deep; for the remainder (32 miles) it is only 196 ft. wide at the surface, the other dimensions being the same. Many portions of the canal were easily enough made, but at other points the excavation demanded an immense amount of labor. In one place the workmen had to cut a passage 99 ft. deep and 200 ft. wide through sandstens rock. Port Said was choose as the Mediterrances entrance of the canal instead of Tineh, because here the deep water is nearer the abore. It has grown up since the works compensed, and peasage

This agreement made and entered into, this 25th day of February, A. D. 1881, by add between August Dreier, on the Island of Kausi, party of the first part, and Kaus, party of the second part, witnesseth:

I. That the said party of the second part premises to perform such labor for August Dreier, on the Island of Kausi, as the said party of the first part shall direct, and that he will faithfully and punctually perform the same as becomes a good workman, and first he will affaithfully and punctually perform the same as becomes a good workman, and first he will obey all lawful commands of the said party of the first part, his agent or overseer, during the term of thirty-six months, each mouth to consist of twenty-four working days of ten hours each.

II. The said party of the first part will well and truly pay or cause to be paid unto the said party of the second part, at the end of each mouth during which this contract shall remain in force, compensation or wages at the rate of \$11 fourteen dollars for each mouth, if said party of the second part shall well and said party of the second part shall shad said the party of the second each month during which this contract analy remain in force, compensation or wages at the rate of \$11 fourteen dollars for each month, if said party of the second part shall well and truly perform his labor as aforesaid, and to filled with sea water, and abounds with fish.

Provide him with

HI. The said party of the accord part agrees to work at night and rest during the day, if directed to do so by the said party of the first part.

Lake Tismah is a stopping place for vessels passing through the canal, and affords a large space suitable for anchoring. Between Port Said and Lake Timsah the canal is nearly straight. Said and Lake Timsah the canal is nearly straight, and between the former place and Lake Ballah quite so; the southern half of its course is more winding. On the western shore of Lake Timsah is situated the town of Ismailia, which owes its existence entirely to the canal and the railway which connects it with Galazig, Cairo, and Alexandria. At Ismailia the trail of the canal and the said of the canal and the railway which connects it with Galazig. The said party of the second pass, and alexandria. At Ismailia to ance on the within contract:

Done in duplicate at Koloa the day first above written, and that each party is provided with a copy.

AUGUST DREIER,

KUAA.

defendant now claims that the act of aintiff in assigning his labor to a third a, under which assignment he served for months was such a violation of the terms ir contract that he should now be dissed from his obligations of service, as discontinuous data of the service of the se

provided by Sec. 1423 of the Civil Code, which reads as follows:

Section 1423. If any master shall be guilty of any cruelty, misusage, or violation of any of the terms of the contract, towards any person bound to service either under the 1417th or 1418th sections, such person may make complaint to any district or police justice, who shall summen the parties before him, examine into, hear and determine the complaint; and if the complaint shall be sustained, such person shall be discharged from all obligations of service, and the master shall be fined in a sum not less than five, nor more than one hundred dollars, and in default of the payment thereof, be imprisoned at hard labor until the same is paid.

Paris, who had married a wealthy and accom-plished American lady, was detected secretly pawning her diamonds and jewels to raise Island of Kauai, where he has a plantation, to serve the remainder of his contract time, but the defendant has refused and absents himself from the place, claiming as above a legal violation of the contract which should dissolve it, and se the Court below held.

We held in the former case that it was without and beyond the terms of the contract in these words. "We cannot direct the defendant to labor on the Kolos plantation, for he (the plaintiff) has no interest in it. There is no privity between these laborers and the owners of the Koloa plantation, and therefore the defendant cannot be compelled to work on this plantation.

The plaintiff under a mistaken view of the scope of the contract had required that the defendant should do what he was not bound to do, and the defendant under a like mistake had for some time complied with the requisition. There was in this no violation of the terms of the contract.

The language above cited from the decision in the former case implies the continued obligations of the contract.

The language above cited from the decision in the former case implies the continued obligations of the contract within its terms, namely to labor for August Dreier on the Island of Katuai, only holding that the labor on the Koloa plantation was not labor for August Dreier on the Island of Katuai, only holding that the labor on the Koloa plantation was not labor for August Dreier, and the defendant was not labor for August Dreier on the Island of Katuai, only holding that the labor on the Koloa plantation was not labor for August Dreier on the Island of Katuai, only holding that the labor on the Koloa plantation was not labor for August Dreier, and the defendant was not labor for August Dreier on the Island of Katuai, only holding that the labor on the Koloa plantation was not labor for August Dreier, and the defendant was not labor for August Dreier, and the defendant was not labor for August Dreier, and the defendant was not labor for August Dreier, and the death of the terms of the contract.

T

on the Koloa plantation was not labor for his creditors, either by promises or the inter-August Dreier.

It is to be observed here that the statute depart. While thus detained the pocket money August Dreier.

It is to be observed here that the statute requires that when the magistrate finds that the complaint of the servant under Sec. 1423 is sustained and discharges the servant from his contract, he shall fine the master from five one hundred dollars with penalty of imprisonment is default of payment. No penalty was imposed by the Court below. As no question was made of the judgment being for this reason defective we need not consider whether on that ground alone it might be vittated, but will remark that the necessity of imposing this penalty and the words "guilty," "cruelty" and "misusage" in the context, are an important commentared.

The order of the Court is that the defendant return to the plaintiff's service for the remainder of his contract time, the time during which he labored on the Kolca plantition being counted on the contract.

The order of the contract time, the time during which he labored on the Kolca plantition being counted on the contract.

The order of the contract time, the time during which he labored on the Kolca plantition being counted on the contract.

> return to it. Such instances as these of unhappy marriages, contracted by American girls abroad, are constantly taking place, and a record of their histories and the wretched lives which many of them have led would fill volumes. Marriages with foreigners which have proved happy and unalloyed with more or less misery, are exceptional and far between. To those ambitious mothers who would sell their daughters for a title, and to those daughters daughters for a title, and to those daughter who would run a risk of sacrificing future has piness by uniting themselves to worthloss scions of nobility, I would give Punch's advice to the unmarried—"Don't."

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